

An Employment Agreement Between  
The Town of North Andover  
And  
The Town Manager  
Andrew W. Maylor

Preamble

This AGREEMENT is made pursuant to M.G.L. Chapter 41, Section 108N as of December 16, 2015 by and between the Board of Selectmen, hereinafter referred to as the 'Board' of the Town of North Andover, Massachusetts, hereinafter referred to as the 'Town' and Andrew W. Maylor, hereinafter referred to as the 'Manager';

WHEREAS the Board, by a unanimous vote on October 24, 2011, appointed the Manager for an indefinite term pursuant to the provisions of the Town Charter;

WHEREAS the Board and the Town Manager entered into an initial employment agreement the purpose of which was to define the terms of employment, benefits and compensation for the period of December 16, 2011 to December 15, 2016;

WHEREAS the employment agreement was modified by vote of the Board of Selectmen on September 9, 2013;

WHEREAS the employment agreement was further modified by vote of the Board of Selectmen on December 14, 2015;

WHEREAS the Board and the Town Manager desire to enter into a new employment agreement that will replace and supersede the existing employment agreement as modified;

Now in consideration of the promises contained, the parties hereto mutually agree as follows:

Article I: Functions and Duties of the Manager

The Manager shall perform faithfully, the best of his ability, the functions and duties of the Town Manager as enumerated in the North Andover Town Charter.

Article II: Term

This Agreement shall be in full force and effect from December 16, 2015 until December 15, 2020. The Agreement shall be for a term of five years, subject to Article IX.

Article III: Vacation and Other Leaves

A. Vacation: The Manager shall be granted twenty-eight (28) days paid vacation leave on December 16, 2015 for the ensuing twelve month period and one additional day on each subsequent December 16<sup>th</sup> for the life of this AGREEMENT. Vacation carryover shall not

exceed five days from year to year. Any days carried from one year to the next shall be used by April 1<sup>st</sup> of the following calendar year or forfeited. The Manager may also at his sole discretion receive cash payment for up to ten days of accumulated, but unused, vacation leave per year. Said cash payment, if so elected, shall be payable in the first pay period of the calendar year following when the vacation leave was earned.

B. Sick Disability: The Manager shall carry over all accumulated sick leave from the previous agreement and thereafter shall accrue sick leave pursuant to the provisions of the Town's personnel by-law and/or rules and regulations. The sick leave benefit shall be administered in conformance with the Town's personnel by law and/or rules and regulations.

C. Other Leave: The Manager shall be afforded all other leaves, as detailed in the Town's personnel by-law and/or rules and regulations that do not conflict with any provision included in this agreement. In addition, attendance at conferences or other professional seminars shall not be deducted from the Manager's vacation leave. The Board may also grant other leave with or without compensation upon request by the Manager.

#### Article IV: Other Benefits

A. Automobile: The Town shall provide a vehicle for use by the Manager, the make and model to be comparable to other Town personal use vehicles, and the Town shall pay for all maintenance, insurance, tolls and parking expenses for said vehicle. The gasoline for the vehicle shall be provided on town account in an amount not to exceed \$3,000 per calendar year. As the Manager's duties require that he be available for duty 24 hours per day, the vehicle may be used for personal use by the Manager. The vehicle shall not be taken outside of New England or New York for personal use by the Manager without the prior approval of the Chairman of the Board of Selectmen. The Manager agrees to comply with Article VIII, Section L, Subsections 7 (c) through 7 (n) of the November 14, 2014 version of the town's Personnel Policy regarding vehicle use. However, no disciplinary language contained within said subsections shall apply.

B. Insurance: Health Insurance will be provided in accordance with eligibility requirements, as provided under Town plans. In addition, the manager shall be provided with an allowance of up to three thousand dollars (\$3,000.00) for Life and Disability Insurance.

C. Professional Membership, Development, Conferences:

1) The Board recognizes and encourages the Manager to join professional organizations that are typically affiliated with municipal government. The Town agrees to budget and pay for professional dues and subscriptions of the Manager for such organizations.

The Town shall reimburse the Manager for all reasonable and proper expenses incurred while attending approved conferences. The Board also agrees that the Manager will be allowed to attend courses, institutes, and seminars that are necessary for his professional development and he will be reimbursed for any reasonable and proper expenses incurred while attending such events, subject to appropriation.

2) The maximum amount of money that the Town will pay per year for the total expenses associated with Section IV-C shall be four thousand dollars (\$4,000.00) without the prior approval of the Board of Selectmen. Time away for meetings and conferences unrelated to Town business shall not exceed ten (10) days per year without the prior approval of the Board of Selectmen.

D. Other: The Manager shall be afforded all other benefits, as detailed in the Town personnel by-law and/or rules and regulations that do not conflict with any provisions included in this agreement.

#### Article V: Professional Liability

A. To the extent allowed under G.L. c. 258, the Board agrees that it shall defend, hold harmless, and indemnify the Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Manager in his official capacity as Town Manager provided the incident arose while the Manager was acting within the scope of his employment and in good faith. Except that in no case will individual Board members be considered personally liable for indemnifying the Manager against such demands, claims, suits, actions, and legal proceedings.

B. The Board shall not, however, be required to pay any costs of any legal proceedings in the case of any allegations brought by the Board under the removal provisions of this Agreement and/or Chapter 4, Section 9 of the Town Charter.

#### Article VI: Renewal of Employment Agreement

A. In the event either party hereto desires not to renew this agreement, such party shall provide the other with notice of such intention at least one hundred twenty (120) working days prior to the expiration of this agreement. In the event that the Board so elects not to renew this agreement, the Manager shall be paid severance pay for either the period which the Manager remains unemployed as a town manager or three months, which ever is less, provided, however, that in the event this agreement is not renewed due to gross misconduct in office by the Manager, the Town shall have no obligation to pay the severance sum provided for in this paragraph. This article shall survive the termination of this agreement.

#### Article VII: Manager Evaluation

A. Annually the Board and Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be obtainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

B. The Board shall review and evaluate the Manager every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed

jointly by the Board and the Manager. Further, the Chair of the Board shall provide the Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Manger to discuss his evaluation with the Board.

#### Article VIII: Performance

The Manager shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the parties, in writing.

#### Article IX: Termination of Employment

A. Termination by the Manager: The Manager, may, at his option and by a minimum of sixty (60) days written notice to the Board unilaterally terminate this agreement. The Board may, at its discretion, shorten or waive such requirement.

B. Termination by the Board: As detailed in the Town Charter, Chapter Four, Section 9, the Board may, by the affirmative vote of at least three members, terminate this agreement and initiate the removal process. The salary of the Manger shall continue to be paid for a period of one hundred eighty (180) days after the vote effecting removal from office. This article shall survive the termination of this agreement.

#### Article X: Compensation

A. Salary: The Town shall pay the manager the following salary:

- 1) One hundred sixty-six thousand and twenty six dollars (\$166,026.00) annually commencing on December 16, 2015.
- 2) Commencing on July 1, 2016 and each subsequent July 1<sup>st</sup> for the life of this AGREEMENT the Salary shall be increased by two and one-half (2 ½) percent.
- 3) Fourth and Fifth Year: At least one hundred twenty (120) days prior to the third anniversary date of this AGREEMENT, the Board and the Manager shall meet to discuss additional increases to the Manager's Compensation, including but not limited to Salary, vacation buybacks, automobile allowance, deferred compensation, insurance and professional development.

The Manager's Compensation shall not be reduced during the life of this agreement without his consent

#### Article XII: General Provisions

A. Expenses: The Manager shall be reimbursed for any expenses incurred in the performance of his duties or as an official representative of the Town, including attendance at civic or social events.

B. Entire Agreement: This agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The Agreement may not be changed except by a writing signed by the parties.

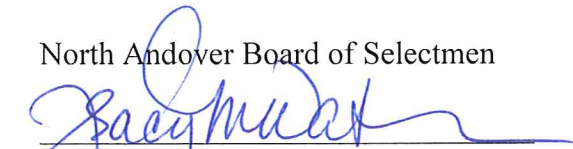
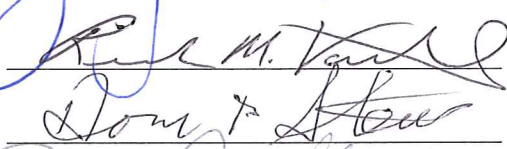
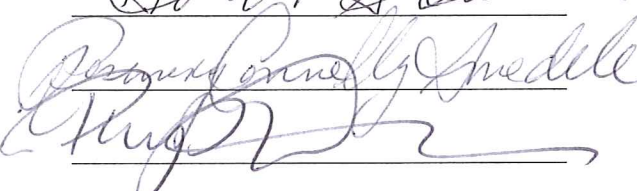
C. Invalidity: If any paragraph or part of this agreement is judged to be invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

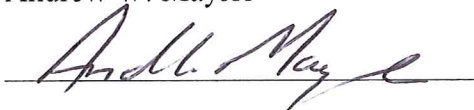
D. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the terms of the Town Charter of the Town of North Andover.

Agreed to by:

North Andover Board of Selectmen

Andrew W. Maylor



I, Andrew W. Maylor, hereby certify under pain and penalties of perjury pursuant to M.G.L. Chapter 62C, Section 49A that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
Andrew W. Maylor